

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this _____ day of _____, 2012 between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and TransPar Group, Inc. ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. EAA affirms that it has budgeted funds for completion of this project and will allocate said funds accordingly. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA invoices for Services as provided in the Service Order attached hereto. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that

EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement and, (iii) EAA shall provide a written explanation for any disputed amount with specific remedies it believes need to be taken. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

- (a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor. Except as provided for in other sections of this agreement, Vendor shall be compensated for all services provided up to the effective date of termination.
- (b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.
- (c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.
- (d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply with all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure

of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

ARTICLE VII AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of

profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

- (a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:
 - (1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.
 - (2) Commercial Automobile liability with limits of One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.
 - (3) Worker's compensation insurance in amounts required in accordance with applicable laws.
 - (4) Errors and Omissions/Professional liability with limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.
- (b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new

claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only by a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

TransPar Group, Inc.
18 SW 3rd St., Suite 200
Lee's Summit, MO 64063
Attn: Ms Ruth Newby, President

If to the EAA, to:

Education Achievement Authority
3022 W. Grand Boulevard
Suite 14-652
Detroit, Michigan 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By: _____
John William Covington, Ed.D.

Title: _____
Chancellor

Date: _____

TransPar Group, Inc.

By: _____
Ruth Newby

Title: President

Date: _____, 2012

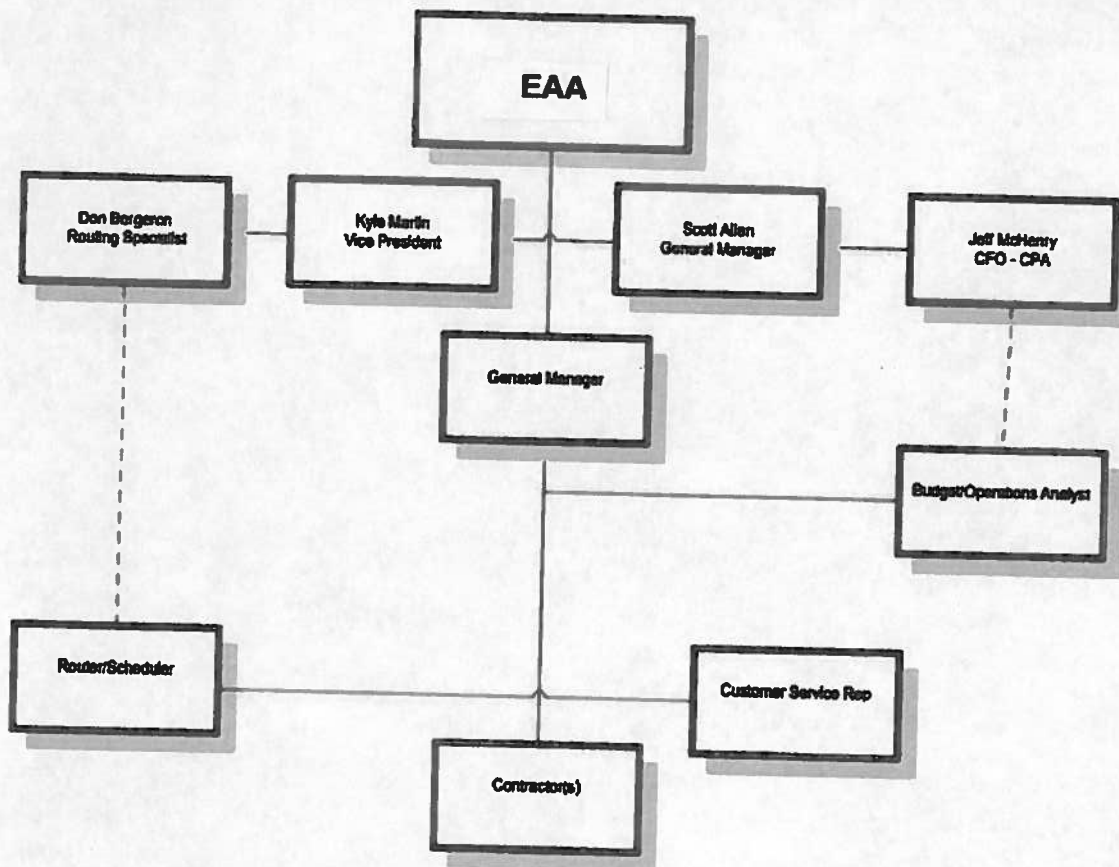
Exhibit A
Service Order

[SEE ATTACHED HERETO]

Exhibit A
Service Order

[SEE ATTACHED HERETO]

2.2 RESOURCE PLAN



The job description for each local position follows:

General Manager

- Lead the Transportation Department in all facets of its operations.
- Ensure that the Department of Transportation causes bus contractor(s) serving the Education Achievement System to operate in a safe manner.
- Work with Purchasing and Legal Department to ensure bus contracts are bid and awarded fairly, in the best interests of the Education Achievement System and according to laws and policies of all government levels.
- Ensure that the Transportation Dept. holds accountable bus contractor(s) to fully comply with the bid specifications and transportation contracts throughout the contract term.
- Ensure that accurate and timely information concerning contractor(s) operational and administrative actions is produced and properly disseminated.

- Ensure that the Education Achievement System gets full value for its transportation expenditures by insuring that vehicles are assigned and routed to achieve maximum use of their time and capacity.
- Ensure that transportation-related complaints and inquiries from parents, school administrators and bus contractor(s) are addressed in a timely, proper manner.
- Ensure that the Transportation Dept. submits and operates within the spending limits of an accurate and soundly developed budget.
- Ensure that the Transportation Dept. processes payables and receivables accurately and in a timely manner.
- Ensure that all matters involving personnel are handled in a timely manner and in accordance with established EAS policies and procedures.
- Ensure effective communication between department staff members on all matters involving the department's mission, direction, and procedures.

Operations / Budget Analyst

- Collect and prepare data, recommend changes and prepare for the General Manager's approval the Transportation Dept.'s annual budget.
- Prepare, audit, verify, approve and submit for payment all documents and data necessary for the payment of bus contractor(s), taxicab contractor(s) and other transportation-related invoices.
- Provide information and lead in the preparation of responses to all EAS internal and external audit reports.
- Work with the General Manager and Purchasing/Procurement Department in the preparation of student transportation bid specifications, evaluation of bids and the award of bus routes.
- Work with the General Manager in the preparation of bus-pairing plans, transportation requirements and bus and route projection figures.
- Monitor budget compliance for all phases of the Transportation Dept. and keep the General Manager continually informed of department compliance status.
- Review, approve and apply to proper invoices the respective bus contractor(s) liquidated damages as determined by Transportation Dept.'s staff and/or the General Manager.
- Assist the General Manager in preparing all financial aspects of Board reports.
- Supervise, review and approve all taxicab account activities.
- Work with the General Manager and Department of Transportation staff in monitoring bus contractor(s) and taxicab compliance with bid specifications and contract requirements.

- Work with the General Manager and EAS Budget Department to develop and implement improved invoicing and reporting procedures.
- Design, document communicate, refine and implement attendance center boundary analysis and change as needed to support the EAS's educational programs, facility construction and any other program goals.
- Simulate and plot student movement for demographic boundary studies.
- Analyze software capabilities and make recommendations for improvements.
- Provide customized data files to assist Admissions, ESL, Special Education, etc. with student placement.
- Assist with routing and customer service during peak periods.

Router / Scheduler

- Assist General Manager in maximizing time and capacity of school buses in the EAS transportation system by monitoring, revising, pairing, sharing and/or eliminating routes/buses.
- Support school bus contractor(s) and school administrators to ensure current, accurate student information and routes.
- Support administrators with maintenance of student information in the automated systems.
- Perform daily routing functions as they relate to the automated routing and student information systems.
- Assist school bus contractor(s), school administrators and General Manager in solving route and bus stop related issues.
- Assist school administrators and school bus contractor(s) with adding and/or deleting students from the automated routing and/or student information systems.
- Assist General Manager and Budget Analyst in cost control and invoice payment efficiency by providing data from the automated routing system as necessary.
- Maintain professional demeanor in face-to-face and telephone conversations with Transportation Department staff, school bus contractor(s), school administrators and parents.
- Perform other duties as assigned by the General Manager.

Customer Service Representative

- Perform all clerical functions assigned by the General Manager.

- Receive and resolve complaint and inquiry calls or direct the caller to the appropriate school administrators, bus contractor(s) and/or Transportation Dept. staff for resolution.
- Receive, record and track accident, incident and complaint reports and direct copies to proper staff members.
- Resolve disputes, disagreements and misunderstandings between the Transportation Dept., school administrators, bus contractor(s) and parents.
- Develop and maintain positive relationships with all EAS school and central office administrators, bus and taxicab contractor(s), parents and patrons.
- Support school bus contractor(s) and school administrators to ensure current, accurate student information and routes.
- Perform daily scheduling functions for Head Start and Early Childhood as they relate to the automated routing and student information Districts.
- Assist school bus contractor(s), school administrators and the General Manager in solving route and bus stop related issues.
- Support internal and external administrators with maintenance of student information in the transportation student database.
- Monitor the driver applicant flow and supply for bus and taxicab contractor(s).
- Monitor on-time performance of bus and taxicab contractor(s).
- Monitor contractor(s) performance, recommend liquidated damages and assist in performance recommendations.
- Assist in conducting quality assurance audits and monitoring submission of required documents by contractor(s) to ensure contract compliance.
- Perform other duties as assigned by the General Manager.

2.3 TRANSPAR TRAINING & PROFESSIONAL DEVELOPMENT

TransPar and its key employers are active in the school transportation industry attending various local, state, and national conferences. We are active members of applicable state and national associations. We attend training sessions as to special needs transportation, school bus routing, first aid, safety and other industry-relevant topics. Accordingly, we have a wide network of clients, vendors, state associations, bus manufacturers, and related agencies and access this knowledge base as needed.

We have good relationships with several national school bus contractor(s), and also have the responsibility of supervising bus contractor(s) in many of our management contracts.

We subscribe to *School Bus Fleet*, *School Transportation News*, *District Administrator*, and are also enrolled in news services to keep us abreast of industry news and developments.

We communicate frequently – both remotely and on-site – with our local transportation directors. Each is instructed to contact our home office if they are ever in doubt as to anything so that we can rally our resources and provide viable support. Our local directors are required to attend certain planning and training meetings in Lee's Summit, MO. Each director is formally reviewed by a TransPar owner on an annual basis.

Services Plan

3.1 PROPOSED SERVICES

Mission Statement

It is the mission of the Transportation Department to improve student achievement by providing safe, timely and efficient transportation of all eligible EAS students that attend public schools in accordance with Federal, state, local laws and ordinances and EAS policies and procedures.

Plan

The charge to the Transportation Department shall be to improve student achievement by:

- Assuring timely, safe transportation to and from school.
- Conserving operating expense making more funds available for education.

The Transportation Department plan provides for the following:

- Approach - Strategy.
- Principle accountabilities-methodology for the department.
- Specific operational objectives.
- Implementation strategy.
- Quality assurance audits.
- Monitoring of driver recruitment.
- Capacity utilization and route consolidation.
- Boundary planning and analysis.

Approach

Effective school transportation is a cooperative effort and partnership between the department, school building staff, parents, students and contractor(s). Accountabilities must be established, communicated, and monitored. Performance standards should be clear, achievable, and consistent with the mission.

The Transportation Department will establish objective performance standards. Through inspection, interaction with building staff, and measurement of results, contractor(s) quality will be determined.

The Transportation Department will relentlessly pursue full utilization of time and capacity. Efforts to consolidate routes will be driven by evaluation, innovation, planning and cooperation with contractor(s).

Principle Accountabilities/Methodology

To ensure the success of the mission, the following principle accountabilities must be accomplished by the Transportation Department:

- Provide leadership and supervision to the student transportation program.

- Develop and implement short and long-term plans, policies and procedures that improve student transportation.
- Help develop and maintain a climate of good communication, mutual respect and efficient problem solving between schools, bus contractor(s), parents, advisory agencies and community members.
- Working with the contractor(s), develop and ensure that bus routes can be timely operated and make maximum use of the time and capacity available for each bus in the program.
- Supervise, monitor and evaluate the performance of each bus contractor(s) in the program.
- Review and submit for approval payment of contractor(s) invoices in a timely manner.
- Assist bus contractor(s) and schools in their development and implementation of training programs for drivers, bus aides, and operating staff.
- Working with the purchasing and legal departments, develop and implement bid specifications that help carry out the stated mission of the transportation department.
- Work with the purchasing department to fairly and cost effectively award bus routes based upon bid and performance evaluation results.
- Assist with EAS attendance boundary planning for comprehensive schools.
- Assist with EAS student placement in an effort to balance classroom size and reduce transportation expenditures.
- Prepare all necessary state reports.
- Provide maps as needed.

Special Operational Objectives

- Clearly establish and carry out the legitimate functions of the Transportation Department while eliminating or redirecting current functions that do not fit.
- Develop and implement a fair, comprehensive, and effective bus contractor(s) performance evaluation system that will improve the transportation program.
- Effectively inspect contractor(s) buses, driver records and facilities to ensure contract compliance and thus increase student safety.
- Develop and implement an efficient complaint and inquiry resolution system.
- Increase the efficiency of bus time and capacity usage.

Implementation Strategy

The Transportation Department will achieve its operational objectives:

- By careful monitoring and efficient supervision of bus contractor(s) performance, ensure the safe transportation of EAS students.
- Establishing clear timelines and objectives then meeting them
- By continuous monitoring and auditing, ensure that bus contractor(s) comply fully with bid and contract specifications throughout the term of the transportation contract.
- By constantly auditing, monitoring, observing and testing vehicle time and capacity, ensure the cost effectiveness of the transportation program.
- By developing and consistently using clear lines of communication and a climate of mutual trust and respect, answer efficiently and timely all questions from parents, school administrators, bus contractor(s) and the general public.
- By using fair and effective supervision methods, ensure that department personnel, budgetary, and administrative functions are carried out in accordance with EAS policies, rules and mandates.

Quality Assurance Audits

In order to ensure performance and measure the successful completion of those items contained within the school bus vendor's contractual agreement TransPar has designed a customized audit tailored to fit the needs of the EAS. The audit encompasses Federal, State, Local and EAS requirements. The Transportation Department shall conduct Quality Assurance Audits to be completed as determined by the Department. These audits will be announced and scheduled. They will result in a performance rating using the audit factors as a basis of the rating. Afterward each Contractor(s) shall be instructed and briefed on the various components of these audits. The intent is to ensure the safest and most efficient transportation program possible for EAS.

Capacity Utilization and Route Consolidation

By surveying bus times and capacities, TransPar determines the efficiency of routes and reveals specific opportunities to eliminate buses to cut costs without impacting service. RouteYield™ is an exclusive TransPar service.

Boundary Planning and Analysis

TransPar will provide in-depth analysis of potential boundary scenarios to assist with future redistricting and boundary planning. Our advanced technology and experienced professionals allow the EAS to quickly and accurately predict the effects of each scenario and because we believe clear communication minimizes controversy, we will provide large multicolor maps and detailed plans that will help you communicate to the EAS' parents, patrons and principals the benefits of updating your attendance boundaries.

School Bus Stop and Route Development

School bus stops and routes are established based on information submitted to the Transportation Department through the EAS' student record system. The Department will utilize "TransFinder" routing software to assist with the routing process.

A number of factors are considered when establishing school bus routes and stops. These factors include, but are not limited to: the safety of routes in relation to hazards (i.e., hills, intersections, railroad crossings, bridges, sharp curves, and obstructions to visibility); the safety of bus stops in relation to the visibility of motorists and/or traffic; the walking distance to the bus stop in relation to the age of the student; and the safety of the walking route to and from the bus stop.

Pre-school and some special education and health impaired students are picked up at their doors. The level of transportation service for special education students is determined by each student's Individualized Education Program (IEP), 504 Plan, or documented medical condition. These determinations are made by the Exceptional Education Department's IEP Committee.

School bus stops and routes change continuously throughout the school year. For example, during the first few weeks of school EAS may expect that over 300 bus stop changes are processed per week. After student enrollments stabilize (mid-October), approximately 100 stop changes are processed on a weekly basis. Stop changes, in general, relate to address changes, student transfers, and/or school reassignments. Stops are also changed, for instance, if there are hazardous conditions at an existing stop, if the walk distance to a stop exceeds EAS guidelines, or if a student has special health considerations. Other stop change requests are reviewed and managed on a case-by-case basis.

In summary, the Department will work very closely with parents, schools and the bus contractor(s) to develop and ensure that bus stops and routes can be operated in a safe, effective and efficient manner.

Software Overview

TransPar proposes using TransFinder software for routing and scheduling. We believe TransFinder software is the latest evolution in pupil transportation software and offers a better solution than other transportation software products that are available.

Realizing that asking software to mathematically generate routes falls short, TransPar has turned to TransFinder the intuitive, interactive, computer assisted routing, scheduling and boundary planning software system. As a management and planning tool, TransFinder's solution allows the staff to do their jobs better rather than try to do their jobs for them.

Better, safer, more efficient routing comes from improved information control and a better tool; a tool that simplifies the task at hand and breaks it down into manageable pieces. It is with the Transportation staff's expertise and experience interacting with the TransFinder software that yields quality results that are realistic solutions to the many routing and scheduling puzzles.

TransFinder incorporates the latest industry leading technology into its product line. Designed with, and built upon Microsoft, MapInfo and Crystal Reports, TransFinder minimizes interface complexity.

TransFinder provides an open database architecture that allows easy access to data. Data can be accessed with Microsoft Office Products such as Word, Excel and Access.

School Startup Call Center

Annually, the transportation department plays a critical role in assuring an effective school start. The best planning cannot anticipate every challenge so the key strategy is responsiveness and then quick action.

TransPar will train and staff a call center to be employed from ten days prior to school opening until about six weeks thereafter. These temporary employees will operate in a proven system developed at our other urban operations. The call center will operate from 6:00 am to 6:00 pm or until the last bus has reported completing its regular route.

ACCIDENT/INCIDENT/COMPLAINT REPORTING

General:

The Department will receive a variety of calls such as requests for information, requests for changes, etc. These responses are call specific and are of a routine customer service nature and have no defined set procedure for resolution. The standard overall methodology is:

- Answer phone and collect necessary information from caller,
- Record the students name into the student record system,
- View the student's record and confirm data with the caller on the phone,
- Answer questions received,
- Advise caller as to whom to call next, where to go, or what to do next if department is unable to directly assist.

Specific:

Actions that do have set procedures include accident reporting, incident reporting, and complaint tracking and handling.

To this end the department will utilize a software program designed by TransPar to handle all three of these items. This System is called TACS™ and resides on each person's computer. Ultimately each accident, incident, and complaint is entered into this software which allows the department to track and 'close out' each one with any that are remaining 'open' being flagged for additional follow-up. The system is very user friendly and once opened the required information is listed on the screens with the operator simply inserting the data required (filling in the blanks) and clicking to the next screen. Currently the system is updated and maintained by the Customer Service Representative.

However, the basic information can first be collected manually on a form by any member of the staff. Accidents and Incidents are on one form and complaints are on another.

Accidents/Incidents

By contract each vendor is required to immediately call in any accident or incident to this office. Any failure to do so is a serious breach of procedure. This information is:

- Recorded onto the Accident/Incident Data sheets by person taking the call,

- Notify the General Manager immediately who will help ensure communications is completed,
- Notify the school Principal immediately,
- If accident with injuries and/or serious incident, confirm that Parent/s are being called and follow-up occurs,
- Follow up with bus contractor(s) for any updates,
- If serious accident dispatch staff member to scene to assist,
- Distribute all accident/incident forms to Customer Service Representative for entry into TACS,
- CSR enters all data into database,
- CSR tracks responses and needed information and follows up to get action 'closed',
- CSR ensures copy of official State Accident report is filed with this office via vendor,
- CSR files reports in date order.

Complaints

Most complaints reach the Transportation office via phone from parents. Other complaints come from building Principals or third parties (motorists, neighbors, etc). The intent of this office is to try and resolve the complaint or satisfy the caller at time of call. Often this is not possible due to lack of information causing this office to contact a vendor and make inquiries then follow up with caller. The complaints will also be entered into TACS ensuring a follow-up answer is recorded. The procedure is:

- Staff member fills out the Service Complaint and Incident Form (form is attached),
- Staff will open the student record if appropriate and research record for any data errors or confirm data with caller,
- If complaint can not be resolved on line then form is faxed to bus company for resolution - no more than a 48 hour turn around is expected for minor complaints,
- Any safety sensitive complaints or severe service issues result in phone calls going to bus contractor(s) for immediate resolution,
- Forms are passed to CSR for entry into TACS system for follow-up,
- Resolution to problem is annotated on form and is received from vendor,
- Call is made to original caller to give response to complaint,
- CSR records resolution after it has been reviewed for accuracy and approved by either a router or the General Manager depending on the issue,
- CSR follows-up with each 'open' complaint until answer is given to caller,
- CSR closes out all complaints and these are retained within the database.

Invoice Processing/Contract Accounting

General:

The department will perform a number of procedures dealing with vendor payment, tracking of expenses, liquidating damages, and other accounting type functions. Listed here are the more important actions with a summarized listing of functions/procedures to be performed. Decisions are based on specific contract requirements and methods used have evolved over time and generally consist of using various electronic tracking forms, spreadsheets, etc. In order to achieve these tasks, Transportation must work with vendors and budget/accounting staff. An accounting and/or bookkeeping background is preferred for these actions and thus accounting terms used here will describe many of the procedures.

Contractor(s) Invoicing:

Purpose:

Audit billings for each contractor(s) to ensure accuracy of billings versus work accomplished.

Contractor(s) send invoicing each month via the Billing Spreadsheet.

Prepare pairing/bus count/ total runs summary from billing spreadsheet data.

Billing spreadsheet is a form used each year to record all work and who it is assigned to by bus, run, etc. which is prepared after run assignments are made, and is updated with any route additions/deletions as they occur and when change occurred (splitting days of ops within a month)

Check number of buses/runs billed against operations data. Confirm adjustments and dates made.

Prepare reconciliation for each contractor(s) detailing adjustment descriptions, schools, route numbers and bus numbers that may not match one another. Share with contractor(s) and get confirmed.

Include liquidated damages in reconciliation. Collect from other staff during month and at end of month, tabulate costs as a deduct from invoice.

Audit fuel reimbursement billing and record data in summary report (reflects fuel escalation clause in contract) cost of fuel above fuel cap gets added to vendors invoice for reimbursement. Calculation of MPG uses odometer live mile readings submitted (Transfinder routing software can verify).

Share via fax/email final billing with vendor.

Audit any billings for displaced students from other Districts, prepare reconciliation, acquire the appropriate signatures and forward to Accounts Payable for payment.

Allocation of Expenditures/Forecast

Purpose:

To compare on a month to month basis what was spent versus budgeted and run a forecast that allows for no surprises with added expenses.

An accounting form is used each year listing expense versus budget with extensions of both so a forecast can be made through the end of the year.

Summarize each expenditure category by using the pivot table.

Utilize the billing spreadsheet to spread forecast for remaining days in the year. Summarize the forecast for each expenditure account using the pivot table.

Allocate expenditures and forecast for each account in report.

Update Allocation of Expenditures from previous month's expenditures from the Expenditure/Forecast Analysis report and forward to Budget.